

**REQUEST FOR PROPOSALS FOR  
RENEWABLE ENERGY GENERATION  
(WIND AND SOLAR ONLY)  
FOR  
JEA JACKSONVILLE, FLORIDA**

**MARCH 17, 2008 (RELEASED)  
MAY 16, 2008 (DUE DATE)**

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## REQUEST FOR PROPOSALS

SEALED PROPOSALS will be received for this RFP until:

<b>LOCAL TIME</b>	<b>5:00 PM</b>
<b>DAY OF WEEK</b>	<b>FRIDAY</b>
<b>DATE</b>	<b>MAY 16, 2008</b>

Proposals must be received at the following address:

**JEA Energy Procurement Department  
21 W. Church Street, T12  
Jacksonville, Florida 32202  
Attention: JEA Energy Procurement Officer: Vickie Cavey**

All proposals must be made on the appropriate proposal forms as described in this RFP, properly executed, and placed in envelopes clearly marked and delivered or mailed to the above address. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at Bidder's risk. **Late and incomplete proposals will not be considered.**

JEA reserves the right to reject any or all proposals, or any part thereof, waive informalities in any proposal, make the award in part or whole and to make the award in the best interest of JEA.

## **SECTION I**

### **1.0 INFORMATION AND INSTRUCTIONS TO BIDDERS**

#### **PURPOSE**

JEA is interested in soliciting proposals for solar and wind projects to further increase its commitment to renewable energy. Specifically, JEA will review projects that meet at least one of the following criteria:

A. Proposal is for a project that generates renewable electricity from solar and wind projects. JEA acknowledges that many different types of contractual agreements can be structured (power purchase agreement, turnkey installations, private versus municipal ownership etc) and encourages creativity and flexibility in the proposals. In addition, the proposed project must meet one of the following conditions:

- Utility-scale projects greater than 1MW using solar photovoltaic, solar thermal electric, or wind generation technologies.
- Solar photovoltaic projects greater than 250KW located at a JEA commercial customer's site(s) (or multiple commercial customers' sites) where the total aggregate installation at all sites is greater than 1MW.

B. Proposal is for solar photovoltaic equipment (panels and inverters) only, assume that equipment would be installed in 500 KW blocks. Installation services or balance of system equipment should not be included in this proposal.

Please note that residential solar or wind systems are not being considered for this solicitation. Residential solar or wind systems are covered under JEA's net metering policy.

#### **GENERAL INFORMATION**

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. JEA also owns, operates and manages Jacksonville's water and sewer system that was established in 1880 and transferred from the City of Jacksonville in June 1997. JEA is Florida's largest municipally owned electric utility and the eighth largest in the United States. JEA is also the 113th largest of all 3,000 plus electric utilities in the country. JEA currently serves over 400,000 electric accounts, 294,000 water accounts and 220,000 wastewater accounts in Jacksonville and adjacent counties.

The governing body of JEA consists of seven members appointed by the Mayor and confirmed by the City Council. JEA is not subject to regulation by the Florida Public Service Commission except for certain environmental, health and electric safety issues, energy conservation, power plant and transmission line siting, territorial, and electric rate structure matters.

The JEA's electric system includes generation, transmission, interconnection and distribution facilities. The wholly-owned generating facilities, located on three plant sites

in the City, consist of two dual petroleum coke/coal fired circulating fluidized bed steam generating units, one dual oil/gas fired steam turbine-generator unit, five oil fired, two gas/oil fired combustion turbine-generator units, and one combined cycle unit, with a combined installed capacity of 2,407 Winter MW. In addition, JEA is entitled to 50% of the capacity of Units 1 and 2 of the St Johns River Power Park, a coal-fired, steam electric generating station, jointly owned by JEA and Florida Power and Light Company ("FP&L"), providing 638 net MW of capacity. JEA has 200 MW of the capacity of Unit 4 of the Robert W. Scherer Electric Generating Plant, a coal-fired, steam-electric generating station, also jointly owned by JEA and FPL, located near Forsyth, Georgia.

JEA has direct interconnections with FPL, Seminole Electric Cooperative, Inc. and the Georgia Integrated Transmissions System that includes Georgia Power Company, Oglethorpe Power Corporation and Municipal Electric Authority of Georgia.

JEA's current 10-year capacity plan is the result of both JEA's demand-side and supply-side alternatives to meet future demand and energy needs. The Plan, while subject to change, currently shows that over the next ten years, JEA may build 573 MW of peaking units between 2009 and 2010 and convert two of these peaking units to combined cycle by adding a 236 MW heat recovery steam generator in 2012.

### **BIDDER INQUIRIES**

All requests for further information or clarification regarding this proposal shall be in writing and mailed, e-mailed or faxed to:

JEA Representative: Jay Worley

Address: JEA

21 West Church Street, T8

Jacksonville, Florida 32202

Phone: (904) 665-8729

Fax: (904) 665-7376

Email: worlja@jea.com

Bidder's questions must be communicated by mail, fax or e-mail. If further explanation is deemed necessary, JEA will notify each Bidder by addendum to these proposal documents.

### **BIDDER MINIMUM REQUIREMENTS**

The Bidder meets the minimum requirements of this solicitation if ALL of the following requirements are met:

- Information required in Sections II and III is complete OR Section IV is complete (for solar photovoltaic equipment only).
- The proposal is signed by a certifying official.
- The proposed overall capacity is greater than or equal to 1 MW unless the proposal is for solar photovoltaic equipment only.
- The project results in electricity delivered to JEA's service territory (with the exception of proposals for solar photovoltaic equipment purchase only). Projects

less than 10 MW are acceptable only if sited in JEA's service territory or interconnected directly to the JEA system.

- The project generates electricity from the following renewable resources (with the exception of proposals for solar PV equipment purchase only)
  - Wind
  - Solar (via photovoltaic or solar thermal electric generation)
- The proposal meets one of the following criteria:
  - Proposal for power has a capacity greater than 1 MW, using solar photovoltaic, solar thermal electric or wind generation technologies.
  - Proposal for solar photovoltaic projects located at a JEA commercial customer's site(s) (or multiple commercial customers' sites) has a combined total capacity greater than 1MW. The project must demonstrate the commercial customer's commitment to this project.
  - Proposal for solar photovoltaic equipment (panels and inverters) only, assumes that equipment would be installed in 500 KW blocks.
- The project uses proven technology that has been sufficiently developed for full-scale implementation
- The proposed project has an availability factor of greater than 85% availability on a 12-month rolling average. Availability factor is defined as the percent of time a unit is capable of service if adequate resources are available (wind or solar). This does not apply if the proposal is solar photovoltaic equipment only.

### **PRE-PROPOSAL MEETING**

A pre-proposal meeting will not be held unless specifically requested by a majority of the Bidders.

### **PROPOSAL EVALUATIONS**

The proposals will be evaluated by a JEA evaluation team which will identify the most cost-effective proposals that satisfy the RFP requirements and have the highest opportunity for success.

#### *Submittal*

Prior to the proposal due date and as instructed in Sections II and III, the Bidder should submit a proposal consisting of a Technical Proposal and a Pricing Proposal, each in a separately sealed envelope marked "Technical Proposal" or "Pricing Proposal". At the time of bid opening, the envelope containing the Technical Proposal shall be opened and the envelope containing the Pricing Proposal shall remain sealed.

Bidders that are proposing solar photovoltaic equipment only (panels and inverters) to JEA should complete only Section IV.

### *Screening*

JEA will perform an initial screening evaluation to identify and eliminate any proposals that do not meet the minimum requirements set forth above. Proposals that do not meet the minimum requirements will not be considered further and the sealed Pricing Proposal will be returned unopened.

### *Economic and Technical Evaluation*

JEA will conduct a review of the remaining proposals. These proposals will be ranked by their technical aspects, economic impact on JEA's system costs, and how well they meet JEA's objectives. JEA will rank the finalists for contract negotiations. Proposals for solar photovoltaic equipment only will be evaluated separately.

## **AWARD**

The final Awards will be made to the project(s) with the highest overall ranking and that meet JEA's objectives. JEA reserves the right to make final awards to one or more Bidders or none. JEA will sign a Letter of Intent with the project(s) selected. JEA will then work to negotiate a contract. It is anticipated that the Letters of Intent would be issued by October 1, 2008.

## **FORM OF PROPOSAL**

This Request for Proposal contains forms which must be submitted with Bidder's proposal. All blank spaces must be completed with the appropriate response. If an item is not applicable, Bidder must write "n/a" in the space.

The proposal must be signed by an authorized agent or officer of the firm.

Bidder shall submit one original proposal and three duplicate proposals (copies).

## **RESERVATIONS**

JEA reserves the right to reject any or all proposals or any part thereof and/or to waive informalities if such action is deemed to be in the best interest of JEA. Without limiting the generality of the foregoing, JEA may reject any proposals that are incomplete, obscure or irregular, any proposals that omit any one or more items which are required, any proposals that omit unit prices if unit prices are required, any proposals in which unit prices are unbalanced in the opinion of JEA, any proposals accompanied by insufficient or irregular proposal securities, and any proposals from Bidders who have previously failed to perform satisfactorily or to complete on time contracts of any nature.

## **INTERPRETATIONS**

Should any Bidder have any questions as to the intent or meaning of any part of this proposal, Bidder should contact the JEA representative via mail, fax or e-mail in time to receive a written reply before submitting a proposal.

## **COLLUSION**

The Bidder by affixing appropriate signature to this proposal agrees to the following: "Bidder certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action." See Disqualification of Bidders Section.

## **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A modification of a proposal already received will only be considered if the modification is received prior to the proposal due date. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Any Bidder may withdraw a proposal by giving written notice to the JEA Energy Procurement Officer at the place such proposals are to be received.

## **ERRORS IN PROPOSALS**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders.

## **ADDENDA**

Addenda may be issued prior to the opening of the proposals for the purpose of changing or clarifying the intent of this document. All addenda will become a part of the solicitation and the Bidder shall acknowledge receipt of all addenda in the Proposal.

## **POSTPONEMENT OF DUE DATE**

JEA reserves the right to postpone the date and time of the proposal due date. Such postponement may be made at any time prior to the proposal due date. JEA will give written notice of any such postponement to each party to whom proposal documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for proposal due date.

## **DISQUALIFICATION OF BIDDERS**

Bidders are required to disclose the name of any public officials or employees of JEA which have any financial position, directly or indirectly, with the proposal. Failure to complete and submit the "Conflict of Interest Certificate", if applicable, will be grounds for disqualification of the Bidder.

The Bidder will be disqualified if there has been a conviction of a public entity crime by the Bidder, or any officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder.

## **PROPOSAL VALIDITY PERIOD**

Proposals must remain as valid and binding offers for 180 days from the Proposal Due Date and cannot be modified except to be withdrawn in full. Clarifications requested by JEA are not considered modifications.

## **CONFLICT OF INTEREST**

The Bidder shall complete the "Conflict of Interest Certificate" form contained in this RFP, if applicable.

## **PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, persons or affiliates listed on the convicted vendor list may not submit a proposal to JEA and JEA shall not make an



award to persons or affiliates listed on the convicted vendor list for any transaction exceeding \$10,000.

### **CONTINGENT FEES**

The Bidder must warrant that it has not employed or retained a company or person, other than a bona fide employee working solely in its employ, to solicit or secure a contract with JEA and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with JEA.

### **EX PARTE COMMUNICATION PROHIBITED**

#### *Policy*

Ex parte communication denies all Bidders fair, open and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a Bidder or protester (or its employees, agents or representatives) and JEA (its members, employees, agents, legal counsel, or representatives, other than the chief purchasing officer or designee or JEA's designated representatives) is strictly prohibited. Failure to observe this requirement shall result in rejection of a Bidder's proposal. For purposes of this Subsection, the term "ex parte communication" shall mean any oral or written communication relative to this solicitation, evaluation and selection process, which occurs outside of an advertised public meeting, pursuant to Section 286.011, Florida Statutes.

#### *Periods*

From solicitation through award of a contract; and

From initiation of a protest of an award or contract through resolution.

#### *Exclusions*

This requirement shall not prohibit:

Meetings called or requested by JEA and attended by Bidders for the purpose of discussing this solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation. Such meetings may include, but are not limited to, pre-proposal meetings, site visits to JEA's or Bidders' facilities, interviews/negotiation sessions as part of the selection process, and other presentations by Bidders, all of which are requested by JEA. Such authorized meetings shall be limited to topics specified by JEA.

The addressing of the Awards Committee, the Procurement Appeals Board and the JEA Board at public meetings advertised and conducted pursuant to Section 286.011, Florida Statutes.

The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation and selection process, which filing and prosecution shall give notice to all Bidders. Protest proceedings shall be limited to open public meetings, with no ex parte communication outside those meetings.

Communications between the chief purchasing officer, buyer, organizational element managers or other JEA representatives and the Bidder for routine matters arising from procurements under JEA's Purchasing Code Section 3-205 (Small Purchases).

### **PROTEST PROCEDURES**

Copies of the proposals are available for public inspection ten (10) days after opening or on the date of award, whichever is earlier.

Any protest regarding this RFP must be filed in writing with the JEA Energy Procurement Officer within seven (7) days of the proposals being available for public inspection.

Copies of the JEA Purchasing Code are available upon request from the JEA Procurement Department.

### **CONFIDENTIALITY**

JEA is a municipal electric utility and thereby, is subject to the requirements of Florida Law with regards to public information. Bidders who declare that any portion of their bid is a trade secret subject to protection from public disclosure under Florida Law must stamp each page as "Confidential Information" for which protection is requested and highlight/shade the confidential information. The Bidder must also identify the period of non-disclosure, and must include in its Technical Proposal a signed Confidentiality Agreement, as provided in this solicitation. Failure to submit the Confidentiality Agreement where protection is requested by the Bidder will result in rejection of bid. Any agreement for confidentiality will be enforced to the fullest extent permitted by Florida Law including, but not limited to Chapter 119, Section 812.081, Section 815.04(3) and Section 815.045, Florida Statutes.

### **DEFAULT**

The successful Bidder will be considered to be in default of the negotiated contract if:

- The Bidder fails to obtain Letters of Commitment clearly indicating Site Control within 3 months of the execution of the negotiated contract.
- The Bidder does not achieve operation within one year of the proposed Commercial Operation Date as identified in the negotiated contract.
- The unit goes below an 85% availability factor for a twelve-month rolling average.

Failure to meet these requirements will result in Default and cancellation of the power purchase agreement. The above default requirements do not apply if the proposal is solar photovoltaic equipment only.

### **PERFORMANCE SECURITY**

JEA may require the successful Bidder to establish a Performance Security to minimize JEA's exposure to direct and consequential damages due to failure of the Bidder to fulfill the terms and conditions of the awarded contract. The amount of the Performance Security will be determined based on the project size and credit rating.

## **PROJECT DEVELOPMENT AND COSTS**

Bidder is responsible for including all costs associated with the development, construction, operation and financing of the Project including procurement of all fuels and interconnection/transmission facilities.

## **CURTAILMENT**

JEA may exercise its ability to curtail the energy delivery from time-to-time due to power quality or system reliability requirements.

## **REGULATORY AND ENVIRONMENTAL COMPLIANCE**

The Bidder is responsible for meeting all federal, state and local permits, licenses, approvals and/or variances that are currently or become in the future, required for the operation of the project and the delivery of energy to JEA. The Bidder's facility operation records should be available for periodic inspection by JEA for purposes of auditing environmental compliance and safety. These records shall remain available throughout the term of the contract and for five years afterwards.

## **FORCE MAJEURE**

An event which is not within the reasonable control of the Party claiming suspension (the "Claiming Party") and which by the exercise of due diligence the Claiming Party, is unable to overcome or obtain or cause to be obtained. Force Majeure includes, but is not restricted to: failure of transmission facilities of Transmission Providers; acts of God; fire; explosion; civil disturbance; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority. Interruption by a Transmission Provider shall not be deemed to be Force Majeure unless: (1) the Party contracting with such Transmission Provider shall have made arrangements with such Transmission Provider for the firm transmission, as defined under the Transmission Provider's tariff, and (ii) such interruption is due to an interruption or curtailment in accordance with the Transmission Provider's tariff. Force Majeure events are not considered Default.

## **SECTION II**

### **2.0 TECHNICAL AND PRICING REQUIREMENTS**

NOTE: Bidder's providing only solar photovoltaic equipment (panels and inverters) should only complete Section IV.

#### **FORMAT**

All proposals shall be prepared in accordance with the following format. JEA reserves the right to disregard proposals which do not conform to these instructions. The Proposal should be organized by Sections using the Forms and instructions in Section III. Pages are limited to 8-1/2"x11" with one inch margins on the top, bottom and sides. The text is to be typed or written neatly in black ink. Typed text should be no smaller than 12-point font.

Each page of the proposal should have the following information in the top right corner:

JEA Renewable Energy Proposal

Bidder Name:

Project:

Section # \_\_\_\_

Page #\_\_ of #\_\_

#### **TECHNICAL PROPOSAL CONTENT**

Each proposal shall contain the following sections and content described below. If an item is not applicable, then the Bidder should indicate "N/A" and provide an explanation as to why the information is not applicable.

##### **Section 1 - Executive Summary**

The Executive Summary should provide an overall description of the project, including the key components of the project. It should include the proposed renewable resource and technology, the project location and the peak net capacity.

Include the contact information for the Bidder for this project, including the legal name of the company, company contact, address, telephone and fax number and email address. All correspondence will be addressed to this contact.

#### **TECHNICAL APPROACH**

##### **Section 2 – Project Description**

This section should include a detailed description of the project, including:

- Technology description – Describe the renewable energy technology including any studies or reports on the technology, descriptions on where this technology has been used in the past, a conceptual design, and a major equipment list. Provide information on wind turbine or photovoltaic panel availability and whether the equipment has been secured. All equipment must be able to withstand high wind speeds and damage from flying debris.

- Location of project and site description – Provide details on where the site will be located. Strong preference will be given to projects within the JEA service area or that are located in Florida. Provide information on how the site was used prior to the proposed project; identify any environmental liabilities with the site; identify surrounding development. Provide a site layout with the major project components and infrastructure identified.

Demonstrate site control through proof of acquisition commitments or options. If site control has not been achieved, describe how this will be achieved and the timeframe. Strong preference will be given to those projects that include commitment letters from the site owner. The commitment letter should be signed by an officer of the company that owns the site.

- Bidders should note that, if selected to negotiate a Power Purchase Agreement with JEA, failure to obtain a commitment on the site within the timeframe identified in Section I will end negotiations on this project.
- Energy Output – Provide the following on the energy production projections: Peak net capacity (MW) rating of project for summer and winter peak
- Net energy production (monthly and annual)
- Percent Availability – Availability Factor is defined as the percent of time a unit is capable of service, whether it supplies power or not.
- Forced (unplanned) outages - Days, Weeks or Months or percent per year the unit is expected to forced out of service.
- Planned outages – Days, Weeks or Months or percent per year the unit is expected to be scheduled out of service. Provide a schedule if available.
- Describe whether energy and/or capacity will be provided to other entities other than JEA and, if so, whether JEA has first call (firm) to this energy/capacity.
- Describe any other operational constraints that affect energy output.
- Resource Supply (if wind project)
  - Provide a summary of all collected wind data for the generating facility site.
  - Indicate where the data was collected and its proximity to generating facility site.
  - Provide (a) at least one (1) year of wind resource data, or (b) a wind resource assessment report from a qualified meteorologist, or (c) both.
  - Compare the long-term wind speeds in the area to the collected resource data at the generating facility site
  - Confirmation of wind turbine availability.
- Resource Supply (if solar project)

- Describe the sources of insolation data, either onsite, satellite, or a nearby station. If using a nearby station, state the exact distance from that station.
- Identify the number of years of solar data, and the accuracy of the data.

### Section 3 – Power Supply Contract Duration and Timing

This section should provide the Proposal's contract duration and timing and should include the following:

- Commercial operation date of the facility.
- Duration of energy supply offer – A proposed term of a minimum of 5 years to a maximum of 20 years shall be provided.
- Dispatchability – State whether this unit is dispatchable or provides energy on an “as-available basis”. For “as-available resource, provide an expected hourly profile for each month during the year.

### Section 4 – Transmission Plans and Point of Delivery

The Proposal should include a description of how the energy will be delivered to JEA's transmission system, including the interconnection point, metering location, transmission providers and paths, and voltage level of the transmission and/or distribution facilities. Outline the results of any contacts to date with local utilities or transmissions providers concerning interconnection costs. All projects will be expected to comply with JEA's Interconnection Standards.

**Deliverability** –The unit is required to have firm transmission arrangements for delivery of capacity and/or energy to JEA's direct interconnections. Arrangements with third party providers (unit operators, transmissions providers, scheduling service providers, etc) shall not diminish the requirements listed in this section. Failure to secure and maintain firm transmission from a third party provider shall not be a force majeure event; however, failure of the provider's transmission system may be a force majeure event. The Bidder is responsible for all costs involved in interconnecting with the local utility or transmission system and transmitting the energy to JEA (including ancillary costs imposed by the transmitting utility). In the event there are transmission studies required, either to interconnect the facility to the electric grid, or to transmit the energy to JEA, the Bidder will be responsible for those costs. The Bidder is also responsible for all metering costs at the interconnection point.

### Section 5 – Performance Security

Identify performance guarantees offered by the Bidder, if any, for providing liquidated damages and payment for replacement power in the event of failure to perform by the Bidder.

### Section 6 – Permits and Approvals

Describe all major permits, licenses or approvals required for successful completion of this project, including environmental assessments and/or impact statements, land use rights, easements, air and water permits etc. Discuss whether an application has been filed or attained for these permits or approvals. Discuss any significant barriers to obtaining the necessary permits.

## Section 7 – Project Schedule

Provide a project schedule that identifies all project milestones (including financing, permitting, land acquisition, transmission, equipment purchase, and construction). Specifically identify any issues which may delay or impede the project completion.

## Section 8 – Environmental

Describe any projected emissions, waste streams, water usage and environmental impacts and any environmental studies related to the Project. These studies should be made available to JEA if requested.

## Section 9 – Community Support

Describe the current level of community support and/or an action plan to gain public support of this project. Describe how this project will provide socioeconomic benefits to the community.

## Section 10 – Other Information

Provide any additional aspects of the proposal that do not fit into one of the categories above.

# **BIDDER QUALIFICATIONS**

## Section 11 – Bidder Qualifications

This section should include:

- Identification of the business structure, including primary and secondary businesses and their relationship to the Bidder.
- Bidder's legal name, nature of business and description, number of years in business, number of permanent employees, address, federal tax identification number.
- Identification of the background of officers, owners or partners of each entity referenced above (include members of Board or Directors, persons or entities holding a 10% or greater ownership interest, general partner of a limited partnership, etc).
- Articles of incorporation, bylaws, shareholder agreements, operating agreements and other information that describes Bidder's business practices.
- Description of the Project Team responsible for design, construction, permitting, and operation and maintenance, including the organizational structure of the Project Team.

Bidder's current and past experience with renewable resources and/or conventional power supply ventures (including facility name, location, capacity, fuel, status, power purchaser, and performance history). Provide at least one contact (name, company, phone number and email address) for each project.

- Identification of underwriters, advisors, debt sources, etc. for each financed renewable energy project installed, owned, developed or operated by the Bidder.

- Description of any past, current or proposed litigation concerning power supply agreements; your proposed energy supply facility; and/or the Bidder's ability to supply power under a proposed PPA.
- Statement of whether you or any member of the Project Team have done any business with JEA or the City of Jacksonville within the past three years. If so, describe the nature of this business.

## **FINANCIAL QUALIFICATIONS**

### **Section 12 – Financial Qualifications**

The financial viability of any Proposal should be demonstrated to provide assurance that the Bidder, as well as any firm(s) involved in the Proposal, has adequate financial strength. Financial strength is an indicator of the likelihood that the Bidder is able to carry out the responsibilities of a supplier and that the energy will be available as projected. Each proposal must include the following financial information for each Bidder involved in the Proposal:

- Current annual report for each entity involved in the Business Structure. This shall include items such as audited financial statements not over 12 months old, debt ratings, annual reports, FERC Form 1, and any other applicable financial information. If none of the above is available, Bidder shall be expected to provide verifiable financial statements for the past three (3) years if available and a respondent's Dun and Bradstreet identification number and most recent credit advisory report, where available.
- Current (within the past three months) profit and loss statement for each entity.
- Description of project financing and the proposed financing approach. Include a project pro forma.



## PRICING PROPOSAL CONTENT

Each proposal shall provide the information requested below. If an item is not applicable, then the Bidder should indicate "N/A" and provide an explanation as to why the information is not applicable.

JEA customers have some of the lowest rates in the nation, and all proposals will be evaluated from the perspective of these low rates. Prices should be stated in year of occurrence in US Dollars. Energy pricing can be provided using the table in Section III. JEA encourages pricing creativity, so Bidders may use alternative presentation tables if it is clearer. Prices may be provided on an energy (\$/MWH) and/or capacity basis (\$/kW).

Interconnection and Transmission Costs – JEA acknowledges the difficulty in estimating the full interconnection and transmission costs during the Proposal process. JEA expects that the Bidder will include the interconnection costs associated with physically interconnecting the Project into the JEA grid. However, the Bidder should separate out the estimated System Upgrade Costs (if any) and third party transmission costs (if any).

Escalation - Any escalation terms and index should be clearly identified.

Tax credits - Pricing should be based upon Bidder's receipt of all applicable federal and state tax credits that apply to the renewable energy generation source. The pricing should clearly state how the current federal or state tax credits will factor into the pricing. If proposed or future federal or state tax credits will affect the pricing, explain the proposed/future tax credits that will affect this project and how JEA could benefit.

Renewable Energy Certificates - JEA prefers to retain rights to all renewable energy certificates and environmental attributes. If the Bidder chooses to retain ownership, the Bidder should indicate this in the price quote

Seasonal and Daily Variations - Bidder's are encouraged to bid different energy prices for on-peak or off-peak times. JEA's peak/off peak and seasonal variations are as follows:

November – March

- On-Peak: Monday – Friday (H.E. 0600 to 1000) and (H.E. 1800 to 2200)
- Off-Peak: All other hours

April - October

- On-Peak: Monday – Friday (H.E. 1200 to 2100)
- Off-Peak: All other hours

JEA's 2007 Estimated Avoided Cost Data is as follows:

- Oct-Mar (on-peak/off-peak) – 5.54/3.39 cents/KWH
- Apr – Sep (on-peak/off-peak) – 6.01/2.88 cents/KWH

JEA's current residential customer charge averages 8.365 cents per KWH.

### SECTION III

#### 3.0 TECHNICAL AND PRICING FORMS

NOTE: Bidder's providing only solar photovoltaic equipment (panels and inverters) should only complete Section IV.

JEA Renewable Energy Proposal

Bidder Name:

Project:

Section # \_\_\_\_

Page # \_\_ of # \_\_

Proposal Title:

\_\_\_\_\_

Bidder Information:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Primary and secondary contacts:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax : \_\_\_\_\_

Email : \_\_\_\_\_ Email : \_\_\_\_\_

#### Section 1 – Executive Summary

Include an executive summary as requested in Section II

We acknowledge receipt of addenda numbered \_\_\_\_ through \_\_\_\_.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF CERTIFYING OFFICIAL  
handwritten): \_\_\_\_\_

TITLE or POSITION:

\_\_\_\_\_

Provide all information as requested in Section II – Technical and Pricing Requirements. The Pricing Proposal should be provided in a separately marked envelope.

#### TECHNICAL PROPOSAL

Each page of the technical proposal should provide the following in the upper right corner:

JEA Renewable Energy TECHNICAL Proposal

Bidder Name:

Project:

Section # \_\_\_\_

Page #\_\_ of #\_\_

The following sections should be included in your proposal:

#### TECHNICAL APPROACH:

Section 2 – Project Description

Section 3 – Contract Duration and Timing

Section 4 – Transmission Plans and Point of Delivery

Section 5 – Performance Security

Section 6 – Permits and Approvals

Section 7 – Project Schedule

Section 8 – Environmental

Section 9 – Community Support

Section 10 – Other Information

#### BIDDER QUALIFICATIONS :

Section 11 – Bidder's Qualifications

#### FINANCIAL QUALIFICATIONS :

Section 12 – Financial Qualifications

## PRICING PROPOSAL

This proposal should be submitted in a separately marked envelope titled "Pricing Proposal". Each page of the pricing proposal should provide the following in the upper right corner:

JEA Renewable Energy PRICING Proposal

Bidder Name:

Project:

Page #\_\_ of #\_\_

### Pricing on an Energy Basis

Contract Year	Energy Price (\$/MWH)		Net On-Peak Energy Production (MWH)		Net Off-Peak Energy Production (MWH)	
	On-Peak	Off-Peak	Minimum	Maximum	Minimum	Maximum

"Net" is defined as the quantity of energy delivered to JEA (not including house load or system losses)

AND/OR

### Pricing on a Capacity Basis

Contract Year	Energy Price (\$/MWH)		On-Peak Capacity (MW)		Off-Peak Capacity (MW)		Monthly Capacity Charge (\$/KW-mo)
	On-Peak	Off-Peak	Minimum	Maximum	Minimum	Maximum	

"Net" is defined as the quantity of energy delivered to JEA (not including house load or system losses)

## SECTION IV

### 3.0 TECHNICAL AND PRICING REQUIREMENTS AND FORMS (Solar Photovoltaic Equipment Only)

If you are only bidding solar photovoltaic panels and/or inverters to JEA, complete Section IV in place of Section III.

JEA Renewable Energy Proposal

Bidder Name:

Project:

Section # \_\_\_\_

Page #\_\_ of #\_\_

Proposal Title:

\_\_\_\_\_  
Bidder Information:

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Business Address:

\_\_\_\_\_  
Primary and secondary contacts:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax : \_\_\_\_\_

Email : \_\_\_\_\_ Email : \_\_\_\_\_

#### Section 1 – Executive Summary

Include an executive summary.

We acknowledge receipt of addenda numbered \_\_\_\_ through \_\_\_\_.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF CERTIFYING OFFICIAL (handwritten): \_\_\_\_\_

TITLE or POSITION: \_\_\_\_\_

## FORMAT

All proposals shall be prepared in accordance with the following format. JEA reserves the right to disregard proposals which do not conform to these instructions. The Proposal should be organized by Forms and instructions in this Section IV. Pages are limited to 8-1/2"x11" with one inch margins on the top, bottom and sides. The text is to be typed or written neatly in black ink. Typed text should be no smaller than 12-point font.

Each page of the proposal should have the following information in the top right corner:

JEA Renewable Energy Proposal

Bidder Name:

Project:

Section # \_\_\_\_

Page #\_\_ of #\_\_

## TECHNICAL PROPOSAL REQUIREMENTS AND FORMS

The technical proposal should be submitted in a separately marked envelope titled "Technical Proposal". Each proposal shall contain the following sections and content described below. If an item is not applicable, then the Bidder should indicate "N/A" and provide an explanation as to why the information is not applicable.

### Photovoltaic Panels Requirements

The photovoltaic modules must be certified by the Florida Solar Energy Center (FSEC) or have the ability to achieve certification by project operation. PV panels must be listed and in compliance with UL 1703, Standard for Safety, Flat-Plate Photovoltaic modules and panels. Photovoltaic panels must also meet or exceed IEC 61215 or IEC 61646 and other relevant standards. Photovoltaic panels must have a minimum power warranty of 80% of STC rating for 20 years. A module specification sheet should be included.

Provide the solar photovoltaic requirements on the following table:

	Module
Information Required	Specifications
Module Manufacturer	
Status of approval by Florida Solar Energy Center (approved, pending, or planned)	
Total MW of photovoltaics sold globally by this manufacturer in the last three years (2005-07)	
Module Power rating (watts)	
Module Efficiency (%)	
Power warranty (must be a minimum of 80% for 20 years)	
Weight of Module (kg)	
Size of module (LxWxH)	
Complies with IEEE, IEC and UL Listings? (Yes/No)	
*Provide a module specification sheet	
*All information should be provided based on Standard Test Conditions (STC)	

## Inverter Requirements

The inverter must be listed and in compliance with UL 1741-2005, Inverters, Converters, Controllers for use with Distributed Energy Resources and interconnection must meet all elements of the IEEE 1547 interconnection standard. The inverter must have a minimum warranty of 5 years.

Provide the inverter requirements on the following table:

	Inverter
Information Required	Specifications
Inverter Manufacturer	
Total MW of inverters sold globally by this Manufacturer in the last three years (2005-07)	
Inverter warranty (minimum of 5 years)	
Inverter CEC efficiency (if available)	
Inverter AC KW rating	
Inverter AC output voltage (specify single or three phase)	
*Provide a inverter specification sheet	
*All information should be provided based on Standard Test Conditions (STC)	

## PRICING PROPOSAL REQUIREMENTS AND FORMS

This pricing proposal should be submitted in a separately marked envelope titled "Pricing Proposal". Each proposal shall provide the information requested below. If an item is not applicable, then the Bidder should indicate "N/A" and provide an explanation as to why the information is not applicable.

	Pricing
Information Required	
Price for a 500 kWp block of panels (based on STC rating) (\$/KW)	
Price per 500 KW block of inverters (\$/KW)	

## CONFLICT OF INTEREST

### CERTIFICATE

**JEA**

#### Renewable RFP (2008)

Bidder must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, may result in rejection of this bid.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Filing	Name	Title or Position	Date of

_____ Signature	_____ Company Name
--------------------	-----------------------

_____ Name of Certifying Official (type or print)	_____ Business Address
---	---------------------------

_____ City, State, Zip Code
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## CONFIDENTIALITY AGREEMENT

This Agreement is made as of \_\_\_\_\_, by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Company") and JEA, having its principal place of business at 21 W. Church St., Jacksonville, FL 32202, referred to collectively as "**Parties**", and individually as "**Party**."

**WHEREAS**, the Parties are currently exploring a transaction (the "**Transaction**") relating to \_\_\_\_\_. In the course of these discussions, the Parties may exchange information and data which is confidentiality and proprietary, and in such event the Parties agree that such Confidential Information shall be governed by this Confidentiality Agreement.

**THEREFORE**, in consideration of the receipt by the Parties from each other of such Confidential Information for their mutual benefit in connection with the Transaction, and the mutual covenants contained herein, the Parties hereby agree as follows:

(1) "**Confidential Information**" shall mean all technical, economic, business, engineering or descriptive information, data, or other documents relating to the "Transaction," which one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in documentary form marked as confidential, or which a Party discloses orally, identifies as being confidential, or at the time of disclosure and then promptly confirms in writing to the other Party as being confidential, except any portion of such Confidential Information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided that such source is not and was not known by the Receiving Party to be bound by a confidentiality agreement that was applicable to the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement.

(2) Regardless of whether the Transaction is consummated, during the period for which the obligations set forth in this Agreement are in effect, the Parties will keep such Confidential Information confidential and subject to the terms of this Agreement.

(3) Recipient shall employ all reasonable efforts to maintain the Information received hereunder secret and confidential. Recipient shall not use such Information for any purpose other than that set forth in Paragraph 1 above without prior approval of the disclosing party.

(4) No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Disclosing Party providing the Confidential Information, except a

Receiving Party may distribute the information, subject to any specific measures directed against such disclosure in Paragraph 3, to officers, employees or consultants of the Receiving Party who have a need for such information for purposes of evaluating the Transaction, provided that any disclosure by such officers, employees or consultants in violation of the provisions of this Confidentiality Agreement shall be a breach of this Confidentiality Agreement by the Receiving Party.

(5) (a) If JEA is requested or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, JEA shall provide COMPANY with prompt notice of such request(s) so that COMPANY may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. The Parties further agree that if, in the absence of a protective order or other remedy not obtained, or that COMPANY waives compliance with the terms hereof, JEA agrees to provide only that limited portion of the information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) The Parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Information, JEA will notify COMPANY of such request and the date that such records will be released to the requester unless COMPANY obtains a court order enjoining such disclosure. If COMPANY fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with COMPANY's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

(c) Upon a Party's request, the other Party shall return all Returnable Confidential Information (as hereinafter defined) of the requesting Party, except for that portion of such Returnable Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Returnable Confidential Information. The portion of Returnable Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Returnable Confidential Information furnished by the Requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed. For purposes hereof, the term "Returnable Confidential Information" means: (i) written Confidential Information that is marked by the disclosing Party "Confidential - Subject to Confidentiality Agreement." Such legend shall be stamped on the first page and on each succeeding page which contains Confidential Information subject to this Agreement and (ii) oral Confidential Information that is indicated by the disclosing Party at the time of disclosure, by providing to the receiving Party a written statement identifying the date and nature of the disclosure, the persons present when the disclosure was made, and is marked with the written statement "Confidential - Subject to Confidentiality Agreement."

(6) Nothing contained herein shall eliminate the Receiving Party's right to use: (i) any information disclosed to it by a third party so long as the Receiving Party does not know or have reason to know if such third party acquired that information directly or indirectly from the Disclosing Party; or (ii) any information developed by employees or agents of the Receiving Party without any direct or indirect use of or reliance upon the Confidential Information.

(7) The Parties' obligations concerning non-disclosure and use of Confidential Information contained in this Agreement shall continue for two years from the date of each disclosure, and then terminate.

(8) The Parties agree that in the event of a breach of this Confidentiality Agreement, the Disclosing Party providing the Confidential Information shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

(9) This Confidentiality Agreement shall be interpreted, governed and construed under the law of the State of Florida.

(10) This Confidentiality Agreement shall in no way be construed to establish any relationship between COMPANY and JEA with respect to the Transaction that is the subject of this Confidentiality Agreement.

(11) This Agreement sets forth the full and complete understanding of the Parties to this Confidentiality Agreement and there are no other representations, covenants or agreements, expressed or implied, other than those expressly set forth herein. No amendments or modifications hereof shall be valid unless evidenced in writing and executed on behalf of both of the Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed this Confidentiality Agreement as of the date first written above.

**INSERT COMPANY'S NAME**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JEA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_